

North Central CSD

North Central EA

7/1/2006 6/30/2007

2006-07 MASTER CONTRACTS
Between the

NORTH CENTRAL
COMMUNITY SCHOOL DISTRICT

And the

NORTH CENTRAL
EDUCATION ASSOCIATION

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PREAMBLE

The Board of Directors of the North Central Community School District and the North Central Education Association hereby agree as follows:

ARTICLE I

RECOGNITION

A. Unit

The Board of Directors of the North Central Community School District (Board) recognizes the North Central Education Association/ISEA (Association) as the certified, exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 4110) issued by the PERB on January 19, 1990.

The unit described in the above certification is as follows:

INCLUDED: All professional employees of the District including classroom teachers, librarians, counselors, coaches, Federal Program instructors, athletic director and media specialists.

EXCLUDED: The superintendent, principals, all nonprofessional employees and all others excluded by Section 4 of the Act.

B. Definitions

1. The term "Board", as used in this Agreement, shall mean the Board of Education of the North Central Community School District or its duly authorized representative.
2. The term "Employee", as used in this Agreement, shall mean all professional employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board in Case No. 4110.
3. The term "Association", as used in this Agreement, shall mean the North Central Education Association/ISEA or its duly authorized representative.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. "Grievant" is defined as the employee, employees, or the Association filing the grievance.
3. "Days" shall mean calendar days unless otherwise indicated.
4. A "Party in Interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems, which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

C. Representation

A grievant may be represented at all pre arbitration stages of the grievance procedure by him/her or, at his/her option, by an Association representative selected by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The administration shall have the right to have representatives attend meetings at all levels of the grievance procedure.

D. Time lines

1. The failure of a grievant to act on any grievance within the prescribed time lines will act as bar to any further appeal.
2. The failure of the appropriate Administration to render a decision within the specific time limit shall permit the grievant to proceed to the next step.
3. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the grievant and the Administration.

4. If the deadline for any of the time periods in this Article falls on a holiday or a day when the business office is closed, the deadline will automatically be extended to the next day the business office is open.

E. Procedure

1. Level One (Informal)

- a. An attempt may be made to resolve any alleged grievance in informal, verbal discussion between the grievant and the building principal.

2. Level Two (Formal)

- a. If the grievance cannot be resolved informally, the grievant may invoke the formal grievance procedure by filing the grievance in writing with the building principal. The written grievance shall state the nature of the grievance, shall note the section or sections of the contract violated, and shall state the remedy requested. The filing of the formal written grievance at Level Two must be made within twenty calendar days from the date of occurrence of the event-giving rise to the grievance.
- b. The appropriate principal shall make a decision on the grievance and indicate his/her disposition of the grievance. If the aggrieved person is not satisfied with the disposition of the grievance or if no disposition has been made at Level Two within the ten calendar day period, the grievance may be transmitted to Level Three.

3. Level Three (Formal)

- a. In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved person shall file, within ten calendar days of the principal's written decision at Level Two, a copy of the grievance with the Superintendent.
- b. The Superintendent shall meet with the grievant within ten calendar days of receipt of the grievance from the aggrieved person. Within ten calendar days of the third level grievance meeting, the Superintendent shall file an answer in writing with the aggrieved person, the Association, and the appropriate principal.

4. Level Four (Formal)

- a. If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth level of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving person to the Superintendent within twenty calendar days from the receipt of the Level Three answer to enter into such arbitration. The Iowa

Public Employment Relations Board shall be requested to provide a panel of seven arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. Each of the two parties will alternately strike one name at a time from the panel until only one name remains. The parties agree that the rules of the American Arbitration Association shall apply.

- b. The arbitrator so selected may confer with the representatives of the Board and the Association. The arbitrator may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence; require the attendance of witnesses and the production of records to assist in making a decision. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact along with his/her reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association within thirty calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereon. The decision of the arbitrator shall be final and binding on the parties.
- c. The arbitrator, in his/her opinion, shall not amend or modify the provisions of the Agreement. His/her authority shall be limited to deciding only the issue or issues presented to him/her in writing by the School District and/or the Association and his/her decision must be based upon his/her interpretation of the meaning or application of the language of the Agreement.
- d. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and all other costs shall be borne equally by the School District and the Association. The party incurring them shall pay any other expenses incurred.

F. Separate Grievance Files

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants but shall be open to inspection by the grievant upon request and at reasonable times, which inspection shall be limited to the particular grievant personal grievance file.

G. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.

ARTICLE III

PAYROLL DEDUCTION

A. Association Dues Deduction

1. Association

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of NEA Unified professional dues to the local Association, Unit 2, ISEA or NEA, on the form attached to this Agreement as Appendix D. An employee may terminate dues deduction by giving thirty days written notice to the Association and the Board. The Association shall be responsible for notification to its members of this dues deduction procedure and for supplying such person with necessary forms of authorizing the deductions.

2. Regular Deduction

The Association shall furnish to the Board Secretary on or before September 1st of each year a list of all members for whom dues are to be deducted together with the amount of dues to be deducted. Pursuant to a deduction authorization, the Board shall deduct one twentieth of the total dues from the two regular salary checks of the employee each month for ten months beginning with the September 10th salary check and ending with the June 25th salary check for each year. Employees beginning employment after September 15th shall have the total dues prorated through June.

3. Transmission of Dues

The Board shall transmit to the Association the total deducted for professional dues within ten days following each pay period. The Board shall also provide the Association with a listing of the employees for whom deductions were made for the September 10th salary checks. With each of the nineteen remaining transmittals, the Board shall attach information specifying changes to the original listing which occurred during the particular pay period.

B. Other Payroll Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), and insurance's. Employees shall be able to make the initial declaration and any changes in authorization of these other deductions on or before September 1st for the September 10th payroll, and on or before February 1st for the February 10th payroll in each school year. Such changes shall be in writing and delivered to the Board prior to said deadlines. Other deductions may be made by mutual agreement of the Board and the Association.

C. Indemnification

The Association agrees to indemnify and hold harmless the Board, each individual Board member, Board employees, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for all said deduction(s).

ARTICLE IV

WAGES AND SALARIES

A. Regular Salary Schedule

The regular salary of employees covered by this Agreement is set forth in Schedule A, which is attached to and incorporated in this Agreement.

B. Placement on Salary Schedule

1. Credit up to and including ten years experience shall be given for previous teaching experience in a duly accredited school upon initial employment. Credit for experience beyond ten years experience, not to exceed actual number of teaching years may be given at the discretion of the Superintendent for unusual or emergency situations.
2. Any employee hired prior to the commencement of the second semester of any school year shall be given full credit for one year of service toward the next increment step for the following year.
3. Bargaining unit employees who are employed less than full-time shall receive a salary in the same proportion as their contracted time compared to the regular full-time equivalency.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service (as also discussed in B.2. above) until the maximum for their education classification is reached. New employees hired with no experience shall be placed on the first step of the salary schedule and shall advance thereafter one step per year.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding step on the higher lane.

For an employee to advance from one educational lane to another, the employee's additional credits must be graduate courses within the employee's assigned teaching area or those in an advanced degree program in the assigned teaching area and approved by the Superintendent prior to the employee enrolling in the course.

Credit for graduate courses outside the employee's assigned teaching area may be approved by the Superintendent and must have prior approval before the employee enrolls in the course.

The Superintendent will approve undergraduate course work taken at the request of the Administration.

For an employee to advance from one educational lane to another and receive compensation, the employee shall file a transcript or suitable evidence of additional educational credit with the Superintendent, no later than September 10th of each year in which the employee is eligible to move. No advance on the salary schedule shall be made during the school year.

D. Pay Period

Each employee shall be paid in twenty-four equal installments on the tenth and twenty-fifth of each month. An employee will receive his/her check at the employee's regular building and on regular school days unless otherwise designated by the employee. Should the tenth or twenty-fifth fall on a weekend, holiday, or vacation, the employee shall be paid on the last preceding workday.

E. Summer Checks

Employees shall receive their summer checks at their regular building or a different address for the purpose of summer mailings may be designated. It shall be the responsibility of the employee to provide the District with the appropriate information in writing at least ten days prior to the date of issuance of summer checks.

F. Extended Contracts

An employee who provides professional services on days in addition to (beyond) the regular school year (Section A) shall be compensated at the per diem rate (of his/her salary schedule base salary) for each day in addition to those in the regular school year.

G. Direct Deposit

A direct deposit program for all employees will be provided at the expense of the Board. Employees hired after January 25, 1999 will be required to participate in the program. Any employees hired before January 25, 1999 may participate in the program but they are not required to do so. Employees shall be able to make the initial declaration and any changes in authorization of account placement(s) in writing on or before September 1 for the September 10 payroll, and on or before February 1 for the February 10 payroll in each school year. Persons hired after January 25, 1999 may make changes in account placement(s) but may not elect out of the Direct Deposit Program.

ARTICLE V

SUPPLEMENTAL PAY

A. Schedule

The Board and the Association agree that the supplemental activities listed on Schedule B are official school sponsored activities. Employees in supplemental duty activities shall be compensated according to the rate of pay on Schedule B.

B. Expenses of Traveling Employees

In the event employees are requested by the Administration to use their personal vehicle to travel for the purpose of attending out of district school related activities, the employee will be reimbursed for mileage according to Chapter 79.9 of the Iowa Code. Meals, lodging and other related pre approved expenses will be paid according to the Board policy.

Excluded from the above are traveling to extra duties or activities and staff meetings.

C. Extra Duties

1. Secondary Employees

The Board (or its representative) may assign four school sponsored and school supervised responsibilities outside the school day. Any additional assignment in this category will be paid according to the extra duty schedule (Schedule E).

2. Elementary Employees

The Board (or its representative) may assign three school sponsored and school supervised responsibilities outside the school day. Any additional assignment in this category will be paid according to the extra duty schedule (Schedule E).

ARTICLE VI

EMPLOYEE HOURS OF WORK

A. Workday

1. The scheduled employee workday shall be no more than eight consecutive hours per day as determined and arranged with the building principal, including a duty-free lunch period. All employees shall have a duty-free lunch period of not less than twenty consecutive minutes.
2. Employees may leave the building with the departure of the first route bus on those days when they will be returning for assigned extra duty events (Schedule E).

B. Preparation Time

During the employee's normal working hours there shall be time allotted for the purpose of classroom preparation and student instruction. It is desirable for each employee to have an uninterrupted preparation period each day, which may be used for preparation time, and during which the employee will not normally be assigned other duties. Employees assigned to the elementary level shall have a minimum of two hundred twenty five minutes each week for preparation time. Employees assigned to the secondary level who are more than 1/2 time shall receive a minimum of one full period prep every day, half-time employees shall receive a minimum of one full period prep every other day or a 1/2 period prep every day, and employees less than 1/2 time shall not necessarily receive any prep time during the student's day.

C. Leaving Building

Employees may leave the building(s) to which they are assigned during normal working hours with the approval of the principal or his/her designee.

D. Emergency Closing and Vacations

1. On Fridays, emergency closing due to inclement weather, and days preceding holidays or vacation periods, the workday shall end fifteen minutes after the last class dismissal bell unless the employees are assigned duties.
2. Employees shall not be required to report more than one half (1/2) hour prior to the announced starting time when school is delayed because of inclement weather or emergency late starts.

E. Extension of Workday

The workday may be extended due to faculty meetings, conferences, or duties which necessitate employee attendance. Employees shall be notified at least two days in advance except in extenuating circumstances.

ARTICLE VII

INSURANCE

A. Coverage

The Board provided and purchased program shall be effective for twelve consecutive months (beginning September 1, 2006 and ending August 31, 2007). The Board provided insurance no later than one month after initial employment shall cover employees new to the District. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation in coverage.

B. Description of Insurance

The Board shall provide the Association a description of the insurance coverage's provided for herein within thirty days of the commencement of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings. The minimum health insurance deductible plan will be \$500 for all certified employees hired after April 1, 2005.

C. Board Contributions and Programs

1. Health and Major Medical

The Board of Education will pay one half the family plan premium for health and major medical or the full single premium rate per full-time, thirty or more hours per week, professional staff member.

For all eligible regular part-time employees who are less than full-time, but work twenty hours or more per week, the contribution toward the health insurance plan premium will be proportionate to the time worked. Example: employee working half-time, the ratio toward a family plan premium will be seventy five percent employee and twenty five percent District - the ratio on a single plan for a half-time employee would be fifty percent fifty percent.

The District will provide in accordance with IRS rules and regulations a tax saver 125 payroll deduction option plan for those employees with family insurance.

2. Long Term Disability

A long-term disability insurance program paid for by the Board shall cover each employee.

3. Life

Each employee shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit of twenty-five thousand dollars (\$25,000.00), double for accidental death.

4. Dental Insurance

The NCEA will make available to all staff through the Board of Education, a dental insurance plan. The cost will be the responsibility of the individual employee. The District will provide in accordance with IRS rules and regulations a tax saver 125 payroll deduction option plan for all employees. The monthly processing fee will be charged by the district to each participant.

5. Tax Saver Plan

The Board of Education will pay the initial set-up charge for this plan and other monthly fees.

D. Worker's Compensation

When an employee is injured by a cause arising out of and in the course of the employee's employment and received Worker's Compensation under the Iowa Worker's Compensation Act, the employer agrees to pay the difference between the employee's regular rate of pay and the benefits received under Worker's Compensation. This may be taken from the employee's sick leave only with permission of the employee. The District or designee of the district will notify the employee of the option.

E. Leaves

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year.

Employees on paid leave shall continue to have Board contributions made according to the level described above.

Employees on non paid leaves for one month or longer shall have the option to continue Board insurance programs by paying said premiums, if eligible by the carrier and will be subject to the terms and conditions of the insurance carrier.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary leaves of absence with full pay each school year.

A. Sick Leave

Each employee shall be entitled to sick leave, granted in minimum units of one half day, in the following graduated scale:

First year of employment in District	10 days sick leave
Second year of employment in District	11 days sick leave
Third year of employment in District	12 days sick leave
Fourth year of employment in District	13 days sick leave
Fifth year of employment in District	14 days sick leave
Each subsequent year of employment in District	15 days sick leave

The above amount applies only to consecutive years of employment in the District and unused portions may be accumulated only to a maximum total of one hundred fifty days.

Each employee shall be given a written accounting of his/her accumulated sick leave days no later than on the employee's last work day of each school year. Protest of errors and/or omissions must be made to the District within ten calendar days from the date of the written accounting of accumulated sick leave, otherwise the written accounting will stand as being correct.

All sick leave benefits shall be forfeited upon termination of employment unless the employee had been granted a leave of absence or has been subject to staff reduction for the time missed.

B. Bereavement Leave

An employee shall be granted bereavement leave to attend a funeral of a member of his/her immediate family. The leave is non accumulative from year to year. A leave of up to five days at any one time shall be granted for the immediate family or any member of the employee's household. The immediate family shall be defined as employee's spouse, mother, father, sister, brother, son, daughter, or step child.

A leave up to three days shall be granted to attend the funeral of an employee's mother in law or father in law.

A leave of up to two days shall be granted to attend the funeral of an employee's brother in law, sister in law, son in law, daughter in law, grandparent, spouse's grandparent, aunt, uncle, grandchild, step father, step mother, step sister, or step brother.

One day for Bereavement Leave shall be available for employees to attend a funeral of someone other than those listed in Section B. and the leave time will be deducted from the employee's accumulated sick leave.

Requests for Bereavement Leave shall be made in writing at least one day in advance, except in the case of emergency, to the Superintendent or his/her designee.

C. Professional Leave

Employees may receive professional leave for attendance of education meetings, seminars, classes, etc. if the Superintendent or his/her designee approves such attendance.

Requests for professional leave must be filed in writing with the Superintendent or his/her designee, at least five calendar days prior to the first day of anticipated attendance, except in extenuating circumstances.

D. Jury and Legal Leave

An employee called for jury duty during school hours or who is required to appear in court by a subpoena shall be provided such time without loss of pay. Any per diem fees the employee receives during such leave shall be turned over to the School District.

Cases involving an employee's personal matters shall be excluded.

When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to the principal and shall complete any remaining hours of the working day if required.

E. Critical Leave

In case of critical illness or severe injury of a member of the employee's immediate family, up to three days per year will be granted upon the approval of the Superintendent. Critical illness or severe injury is defined as follows: involving hospitalization, possibility of death, or an immediate emergency requiring a medical doctor's attention.

F. Personal Leave

Two days of personal leave will be granted each year. One day may be carried over to the subsequent year if unused from the current year. These days should only be used to take care of business that cannot be taken care of on a non school day. The leave will be granted by the Superintendent upon written request by the employee at least two days prior to the date the actual leave is to be taken.

Personal business days are not to be taken the school day prior to or following holiday or vacation periods or the first or the last week of the school year or on an in service day.

G. Association Leave

At the beginning of each school year the Board will credit the Association with three days of paid leave for the transaction of Association business, to attend conferences, conventions, and for other activities of the local, state and national affiliated organizations. The Association shall provide advanced notice of when those leave days will be used and who will use them at least two days in advance by the President of the Association. No more than two Association members shall be absent on the same day for Association leave. The Association will pay the cost of the substitute for teachers absent because of Association leave.

H. Special Leave

Other temporary leaves of absence with or without pay may be granted at the sole discretion of the Superintendent.

I. Family and Medical Leave

Employees of District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993.

J. Sick Leave Bank

A sick leave pool of 75 days shall be established for employees who need to use sick leave beyond the number of accumulated days allotted to them. Participation is voluntary for employees who may contribute 1-2 days per year to the sick leave pool. The Board shall fill the remaining days to equal 75 days. To be eligible the employee shall sign up or cancel before Sept. 1. Once enrolled the eligibility is automatically continued every year until canceled by the employee.

Employees must apply for the use of the sick leave bank in writing to the NCEA. Upon approval, the request will be submitted to the superintendent. An employee may use up to twenty days per school year of the sick leave bank if the number of days available in the bank can support the request(s). Sick leave pool days will be paid back at the minimum rate of seven sick leave days per year until the full amount is paid.

If an employee resigns with days borrowed and not repaid, pay for those days will be deducted from the employee's final paycheck based on the daily cost of a substitute teacher. Employees who are medically disabled that are not returning to work will not be required to replace days drawn from the pool and are excluded from the pay back.

ARTICLE IX
REDUCTION OR REALIGNMENT OF STAFF PROCEDURE

- A. When the Board of Directors deems it necessary to make full or partial reduction of staff, staff reduction for all employees under this Agreement will be accomplished within each school division as noted immediately below and further clarified in D. and E.
1. Elementary (K-5) Regular Classroom Teacher.
 2. Secondary (6-12) by Subject Category:

a. Language Arts	f. Family and Consumer Science
b. Mathematics	g. Foreign Language
c. Science	h. General Psychology
d. Social Studies	i. Health
e. Business Education	j. Industrial Arts
 3. K-1 2:

a. Art	f. Physical Education
b. Chapter 1	g. Special Education
c. Guidance and Counseling	h. Talented and Gifted
d. Music, Instrumental	i. Technology
e. Music, Vocal	
- B. The Board of Directors or its representative will notify the Association as soon as possible but not later than March 30 of each contract year if it is contemplating the layoff of any employee as the result of staff or position reduction. Such notice will be in writing and will include the specific position(s) to be affected and the specific reasons for this proposed action.
- C. Staff Reduction Bases: An employee may be laid off when his/her position is eliminated as the result of a substantial reduction in the funds available to the Board.
- D. Layoffs
1. Order: In the event that necessary staff reduction cannot be accomplished by attrition, staff members with emergency and/or temporary certification shall be reduced first, unless needed to maintain a program. The remaining employees to be laid off will be determined by the least senior employee currently assigned within that division being reduced or realigned.

2. Realigning: However, the Board shall displace any less senior employee within the divisions whose position the previously affected selected employee is certified to perform and shall continue such displacement until the least senior teacher possible is selected. Staff members, when notified of reduction, will have five working days, from the time of notification, to declare their intent to accept the terms of reduction, or to attempt to displace a teacher of less seniority.

- E. For purposes of this article regarding seniority placement, anyone who has assignment in more than one program area shall at the time of such multiple assignment, be placed in one of the program areas of the employee's choice within the multiple assignment. The right of voluntary or administrative transfer shall not be affected and shall remain as specified in those articles.
- F. Prior to filling vacancies from the outside, the recall provisions will be implemented for those eligible.
- G. Employees shall have recall rights in reverse order of layoff for two years from June 30 of the school year when they were reduced. Recall rights will be applicable for any position within their school division for which the employee was certified and qualified.
- H. The Administration shall provide written notice to staff member(s) affected by recall. Employees on recall shall advise the Superintendent of their current address during the recall period.
- I. An employee shall be notified of recall in writing by the District by certified mail to the employee's last known address. The employee shall accept or reject the position by certified mail to the Superintendent within ten days of the mailing of the notice. If the employee fails to respond within the ten-day period the employee will be deemed to have refused the position offered.
- J. Any employee exercising their recall rights shall be placed on the next available sequential step of the salary schedule with sick leave and benefits earned up to the time of the layoff. An employee on recall shall not accrue any sick leave, benefits or experience on the salary schedule.

During the two year period of layoff, while employee is eligible for recall, said employee might continue under the insurance coverage provided by the Board of Education subject to all COBRA rights and restrictions. If the employee is not recalled within the said two-year period, this option to continue coverage shall expire.

ARTICLE X

VACATIONS AND HOLIDAYS

Paid Holidays

The Board shall provide the following five paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. No employee shall be required to perform duties on any of the above holidays.

ARTICLE XI

HEALTH AND SAFETY PROVISIONS

A. Physical Examination

A physical examination by a licensed physician shall be required of all personnel upon their initial appointment. Those employees returning to the District shall have a physical examination every three years. The cost shall be borne by the School District in an amount not to exceed fifty dollars and the actual amount shall be in accordance with our current insurance carrier.

Forms for the examination will be provided by the School District. New employees shall return the completed examination form to the Superintendent's office not later than the first day of teacher workshops at the beginning of the school year. Returning employees requiring a physical examination will be notified and sent the examination form which must be completed and on file in the Superintendent's office not later than the first day of teacher workshops at the beginning of the school year. Those employees who are not in compliance with the deadline for the submission of the form would not be qualified for reimbursement. The District will provide tuberculin tests for employees.

B. Safety Provisions

The Board recognizes its responsibility to maintain safe facilities. Employees shall report to their immediate supervisors any health or safety items that need attention.

ARTICLE XII

EMPLOYEE EVALUATION PROCEDURES

- A. Within six weeks after the beginning of each school year the Administrative staff shall acquaint employees with the evaluation procedures to be used. In the event of any changes in the evaluation procedures, the Administration shall acquaint all employees with such change.
- B. Beginning teachers shall be evaluated according to the specifics of IA. Code 284. As part of the performance review process, career teachers will be observed a minimum of once every three years. Evaluation procedures shall be consistent between evaluators within the district.
- C. During each school year involving a formal observation, the evaluator and employee shall mutually agree upon dates for a pre-observation conference, formal observation, and post-observation conference.
- D. A copy of the formal written evaluation shall be given to the employee and a conference held with the evaluator within ten school days following the observation. The evaluator's written observation comments shall be reviewed at the post-conference. As part of the post-conference, the evaluator shall identify the standards and criteria in which the teacher has demonstrated competence. Each employee shall receive a written copy of all his/her formal evaluations. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- E. The above provisions deal with but a single method of employee evaluations; i.e., evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of employees by any other means, provided the employee is given a copy of any written evaluation when it is placed in the employee's evaluation file.
- F. The employee shall have the right to submit an explanation or other written statement regarding any material used for formal or informal evaluation for inclusion in his/her evaluation file. Any written statement by the employee shall be made at the time of the evaluation conference, or within five working days of the conference.
- G. Informal classroom visits by the Superintendent and/or designee may occur at any time. All formal observations of an employee shall be conducted with the full knowledge of the employee.
- H. In any proceeding in which the District attempts to use past evaluations to justify adverse action against an employee, the employee may challenge the substance of such past evaluations as being arbitrary and capricious, or unjust. Adverse action shall be defined as: withholding a step increase, suspension, termination, or layoff.
- I. If the adverse action against an employee is staff reduction under the Staff Reduction Article of

the Contract, the teacher's grievance of the evaluation shall be combined with the grievance, if any, filed alleging a violation of the Staff Reduction Article or any other Article grieved arising out of the same set of events.

ARTICLE XIII

TRANSFER PROCEDURE

A transfer will be considered after a vacancy has been declared. A vacancy shall be defined as those positions that will remain unfilled after the Board has realigned the current employees. A transfer is an assignment of an employee to a different grade level or subject area or building.

- A. All requests for voluntary transfers for the following year should be in writing in the form of a letter sent to the Superintendent no later than May 1st of the current year. This letter should contain specific reasons for requesting the transfer.
- B. The consideration of a voluntary transfer of an employee will be based on qualification, certifications, and seniority.
- C. Written notice of voluntary transfer will be given to the employee concerned as soon as practicable. If a request for a voluntary transfer is denied, the specific reasons for the denial shall be given in writing to the employee.
- D. Requests for voluntary transfers are kept for one school year. Renewal must be made each year.
- E. Notice of future staff vacancies will be posted in each building as soon as practicable upon knowledge of said vacancies.
- F. If an involuntary transfer is necessary, the Administration will take into consideration, so far as practical, the employee's training, qualifications, certifications, experience, and service to the District and the employee will be given written reason for the transfer.

ARTICLE XIV
SENIORITY PROVISIONS

A. Definition

Seniority shall be defined for the purposes of this Agreement as the total number of years of employment in the District. Seniority shall be computed from the first date of actual contracted service in the North Central Community School District (as from the date of individual contract signing).

Seniority shall be District wide and shall include all years of service in the North Central Community School District, the Hanlontown Community School District, the Manly Community School District, and the Plymouth Community School District.

If two or more employees have the same seniority date, the relative order of seniority among them for purposes of this Agreement shall be determined by the total years of teaching experience.

If a tie remains after total years of teaching is considered, the next criteria will be the employees rank on the approved salary schedule. The employee with the higher placement will prevail.

B. Seniority List

The Board will provide to the Association President and post a seniority list no later than November 1st of each school year. The seniority list will list all staff members and the total years of experience in the North Central Community School District. Protest of errors and/or omissions from such a list must be made to the District within ten days from the date of posting the seniority list; otherwise the list will stand as being correct.

ARTICLE XV
SCHOOL IMPROVEMENT TEAM

A. Committee

A school improvement committee consisting of all teachers will work with the administration to determine/address the action plans within the Comprehensive School Improvement Plan.

ARTICLE XVI

COMPLIANCE CLAUSES AND DURATION

A. Separability

If any article, section, or clause of this Agreement is declared illegal by a court of competent jurisdiction or by legislative law, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

B. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board. The Agreement shall be presented to all employees now employed and hereafter employed. The Board shall provide the Association with ten additional copies.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following designated addresses or at such other addresses as may be designated by a party in written notification to the other party.

1. If by Association, to the Board at North Central Community School District, 105 South East Street, Manly, Iowa 50456.
2. If by Board, to the Association President, North Central Education Association, 105 South East Street, Manly, Iowa 50456.

D. Duration

This Agreement shall be effective as of July 1, 2006, and shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing that it desires to modify this Agreement. In the event such notice is given, negotiations shall proceed pursuant to Chapter 20 of the Code of Iowa.

In addition, the NCEA and the District may each submit proposed changes in salary Schedule A, B and C, health insurance, and up to three language items per contractual year.

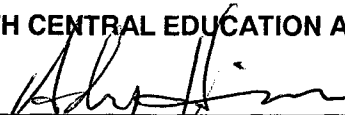
E. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon.


NORTH CENTRAL EDUCATION ASSOCIATION

NORTH CENTRAL BOARD OF EDUCATION

By


It's President


By


It's President

By


It's Representative

By


It's Representative

**NORTH CENTRAL COMMUNITY SCHOOL DISTRICT
SCHEDULE A**

2006-07 Base: \$24,000

Lane Step	BA Base	BA 15 Hrs	BA 30 Hrs	MA/ BA+45	MA 15 Hrs
1	24,000	24,960	25,680	26,520	27,240
2	24,960	25,920	26,640	27,600	28,320
3	25,920	26,880	27,600	28,680	29,400
4	27,000	27,960	28,680	29,880	30,600
5	28,080	29,040	29,760	31,080	31,800
6	29,280	30,204	30,960	32,400	33,120
7	30,480	31,440	32,160	33,720	34,440
8	31,680	32,640	33,360	35,040	35,760
9	32,760	33,720	34,440	36,240	37,080
10	33,840	34,800	35,520	37,440	38,400
11	34,920	35,880	36,600	38,640	39,600
12	36,000	36,960	37,680	39,840	40,800
13		38,040	38,760	40,920	42,000
14		39,120	39,840	42,000	43,200
15				43,080	44,400
16				44,160	45,600

INDEX 2006-07

NORTH CENTRAL COMMUNITY SCHOOL DISTRICT

Step	I BA	II BA+15	III BA+30	IV BA+45/ MA	V MA+15
1	1.000	1.040	1.070	1.105	1.135
2	1.040	1.080	1.110	1.150	1.180
3	1.080	1.120	1.150	1.195	1.225
4	1.125	1.165	1.195	1.245	1.275
5	1.170	1.210	1.240	1.295	1.325
6	1.220	1.260	1.290	1.350	1.380
7	1.270	1.310	1.340	1.405	1.435
8	1.320	1.360	1.390	1.460	1.490
9	1.365	1.405	1.435	1.510	1.545
10	1.410	1.450	1.480	1.560	1.600
11	1.455	1.495	1.525	1.610	1.650
12	1.500	1.540	1.570	1.660	1.700
13		1.585	1.615	1.705	1.750
14		1.630	1.660	1.750	1.800
15				1.795	1.850
16				1.840	1.900

SCHEDULE B SUPPLEMENT PAY SCHEDULE

	<u>Percentage of Base</u>
Athletic Director:	
Senior High School	13%
Middle School	2%
Middle/Sr High School	15%
Head Coach:	
Football, Basketball (boys or girls), Wrestling, Volleyball	10%
Track (boys or girls), Softball, Baseball	8%
Golf (boys and girls)	7%
Cross Country (boys and girls)	5%
Assistant Head Coach:	8.5%
Assistant Coach:	7%
Middle School/Freshmen Coach:	5%
Elementary Sports Director:	.5%
Girls Basketball Chaperone	3%
District Cheer leading football, basketball, a/o wrestling	6% or 2% each
Dance Team Sponsor	4%
Band Director:	9%
Band Festival (middle school)	.65%
Vocal Director and Show Choir	9%
Musical Director (per play)	3.5%
Drama (per play)	7%
Thespian	3%
Speech Contests	2%
Annual Sponsor	5%
Newspaper High School	5%

	<u>Percentage of Base</u>
Newspaper Middle School	2%
Audio Visual Director	5%
Video Yearbook Advisor	2%
Junior Class Sponsor (4 persons, 1% each)	4%
Pep Club Sponsor	2%
Foreign Language Club Sponsor	1%
Student Council (K-5 AND 6-12)	2%
National Honor Society	1%
Curriculum Committee Chairperson	\$200
Summer Driver Education Instructor:	
Subject to negotiations/pupil for 19 or less	
Subject to negotiations/pupil for 20 or more	

Any teacher with two years experience in the North Central District in the same "Extra Curricular Activity" assignment will be paid on the second step of the BA base schedule; same BA base salary scale until he/she has advanced to the seventh step on the BA base salary schedule six advances. Credit up to and including eight years experience shall be given for previous coaching experience in a duly accredited school upon initial employment. For each two years experience, the employee will be advanced 1 step on the supplemental schedule up to step 5. Employees on the supplemental schedule shall be granted one increment or vertical step on the schedule for each two years of service in the same assignment until he/she has advanced to the seventh step. New employees hired with no experience shall be placed on the first step of the supplemental schedule and shall advance thereafter one step every two years.

In the event, a North Central employee with Schedule B experience accepts a position within Schedule B for which they are certified or need to be to fulfill the certificated position, said employee will maintain/transfer all years of Schedule B experience within the district up to and including fourteen years. The supplemental pay schedule will be based on lane one of the regular salary schedule, step one through step seven.

APPENDIX 1
GRIEVANCE FORM

Number

Level 2: Date Filed

Level 3 Date Filed

North Central Community School District

Building

Name of Person Making Claim

Distribution of Form:

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL ONE (Informal)

LEVEL TWO

A. Date Alleged Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor _____

Accepted _____ Rejected _____
Signature of Principal

or Immediate Supervisor

Date

F. Association Disposition:

Accepted _____ Rejected _____

Comments:

LEVEL THREE

A. _____
Signature of Aggrieved Person

Date Received by Superintendent

B. Disposition by Superintendent:

C. Association Disposition:

Accepted _____ Rejected _____

Comments _____

LEVEL FOUR

A. _____
Signature of Aggrieved Person

Signature of Association President

B. _____
Date Submitted to Arbitration

C. Disposition and Award of Arbitrator (attach copy) _____

APPENDIX 2

AUTHORIZATION FOR PAYROLL DEDUCTION
FOR EDUCATION ASSOCIATION DUES

First Name: Initial: Last Name:

I. DUES

I hereby request and authorize the Board of Education of the North Central Community School District as my remitting agent, to deduct from my earnings each pay period until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the for ten (10) months beginning with the September 10th paycheck for me and on my behalf to the treasurer of:

Date	Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

It is understood that this authorization shall begin with my first semi monthly paycheck in September of any contract year and continue in nineteen equal installments during the contract year. This authorization will continue for successive period of one year unless revoked in writing on or before September 1st to my employer and to said organization.

Date _____

Signature _____

Social Security No. _____

SCHEDULE C EXTRA DUTY SALARY

Duties over and above the required duties in Article VI, Section A, shall be compensated according to the following schedule for each duty performed:

FOOTBALL	Announcer	\$17.50
	Football Sellers	15.00
VOLLEYBALL	Tournaments - scorers & timers (two matches)	17.50
	Tournaments - scorers & timers (one match)	15.00
	Tournaments - takers & sellers (two matches)	15.00
	Tournaments - takers & sellers (one match)	10.00
WRESTLING	Tournaments - scorers & timers (per session)	17.50
	Small meets - scorers & timers	17.50
	Tournaments - takers & sellers (per session)	15.00
	Small meets - takers & sellers	15.00
SOFTBALL	Tournaments - scorers & announcers	17.50
	Tournaments - takers & sellers	15.00
BASKETBALL	Tournaments - scorers & timers (two games)	20.00
	Tournaments - scorers & timers (one game)	15.00
	Two Varsity games - scorer & timers	20.00
	One Varsity & one JV game - scorers & timers	17.50
	Tournaments - takers & sellers (two games)	15.00
	Tournaments - takers & sellers (one game)	12.50
TRACK	Two Varsity games - takers & sellers	15.00
	Invitational (4 or more teams) - timers & pickers	15.00
	Invitational (4 or more teams) - announcer	17.50
	Invitational (4 or more teams) - scorer	17.50
	Invitational (4 or more teams) - clerk	17.50
	Invitational (4 or more teams) - field event	12.50
	Small meet (3 or less teams) - timers & pickers	12.50
	Small meet (3 or less teams) - clerk	15.00
	Small meet (3 or less teams) - field event	7.50

All of the following shall count as two duties: timer(s), picker(s), and scorers(s), and clerk(s) duties for the Boys' and/or Girls' Falcon Relays; clerk(s) duties for the Little Falcon Relays and timers/Scorers for the Early Bird wrestling tournament.

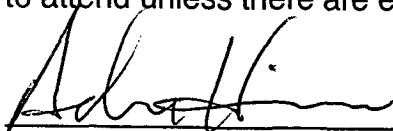
Items attached to the master contract from this point further are not actually a part of the master contract.

LETTER OF MEMORANDUM

**North Central Education Association
And the
North Central Community School District**

RE: BUILDING OR DISTRICT-WIDE MEETINGS ON LATE STARTS

It is understood by the parties that at the Superintendent's discretion, building or district-wide meetings could be called on those mornings when late starts are announced and staff members are to attend unless there are extenuating circumstances.



North Central Education Association

2/2/2006

Date



Board Representative

01-30-06

Date

**LETTER OF AGREEMENT
REGARDING
EXTRA COMPENSATION**

The North Central Community School District and the North Central Education Association hereby agree that the following individuals shall have added to their contracts an amount as specified below and as agreed to previously for as long as they continue to remain in the bargaining unit.

	1994-95 Agreement
Melissa Bass	\$200
Karolyn Corcoran	\$300
Mike Fossey	\$300
Dawn Haacke	\$300
Terri Heck	\$300
Richard Koob	\$300
Charlotte Michalek	\$300
Jim Miller	\$200
Laura Oppermann	\$300
Stephanie Prohaski	\$200
Carolyn Reeder	\$300
Steve Swancutt	\$200
Russ Vance	\$200

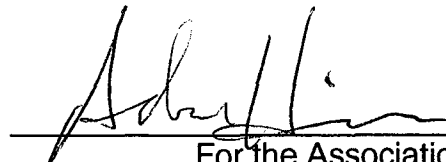
In order for an individual to receive up to an additional \$300 maximum extra compensation their placement on the salary schedule must be on the last step of a particular column for one year.

Individuals in Column I of Schedule A who qualify as noted above will receive \$100 extra compensation. In order for those individuals to receive any further extra compensation, they will have to requalify in Column II of Schedule A. Upon requalification, they will receive \$100 extra compensation. In order for those individuals to receive the remaining \$100 extra compensation, they will have to requalify in Column IV of Schedule A.

Individuals currently in Columns II or III who qualify as noted above will receive \$200 extra compensation. In order for any of those individuals to receive any further extra compensation, they will have to requalify in Column IV. Upon requalification, they will receive the remaining \$100 extra compensation. Individuals in Column IV or V of Schedule A who qualify as noted above will receive the maximum extra compensation of \$300. Extra compensation will be granted on a pro-rated basis for less than full time teachers.



For the District

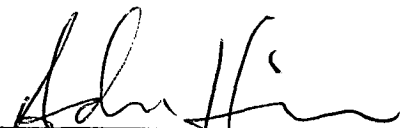


For the Association

**BETWEEN THE
NORTH CENTRAL EDUCATION ASSOCIATION
AND THE
NORTH CENTRAL COMMUNITY SCHOOL DISTRICT**

RE: PLANNING PERIODS FOR ATHLETIC DIRECTORS

The parties agree that each athletic director will receive one extra planning period per semester per year if the Master Schedule can be arranged as such. Every administrative attempt will be made to accommodate this provision within the Master Contract. The parties further agree that staffing patterns, availability of staff, and staffing numbers may affect the granting of this extra planning period on a semester by semester basis.



North Central Education Association



Board Representative

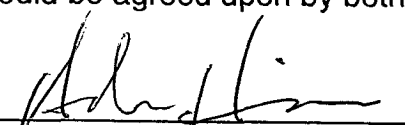
2/2/2006
Date

01-30-06
Date

**LETTER OF MEMORANDUM
Between the
NORTH CENTRAL EDUCATION ASSOCIATION
And the
NORTH CENTRAL COMMUNITY SCHOOL DISTRICT**

RE: ARTICLE XVI COMPLIANCE CLAUSES AND DURATION

D. Duration: Both parties understand and agree that additional language items may be requested for discussion in addition to the three agreed upon in the Master Contract. These language items would be agreed upon by both parties before they could be placed on the table for discussion.



North Central Education Association



Board Representative

2/2/2006
Date:

01-30-06
Date: